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Manalapan

AGREEMENT

Between the
Regional Board of Education
and the
Manalapan-Englishtown Regional Bus Drivers Organization.

75-77

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NOT CIRCULATE

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Labor Relations

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P R E A M B L E

This Agreement is entered into this _____ day of _____, 1975 by and between the Board of Education of Manalapan-Englishtown Regional School District, Township of Manalapan, Borough of Englishtown, New Jersey, hereinafter called the "Board" and the Manalapan-Englishtown Regional Bus Drivers Organization, hereinafter called the "Organization". References to male members shall also equally apply to female members.

Article I Principles

- I. A clear and open exchange of views between the Board and the Organization.
- II. The Organization recognizes the importance of a grievance procedure for controversies or disputes which may occur.
- III. The provisions of this agreement are binding to the Board and the Organization.
- IV. This Agreement will supersede all previous agreements.

Article II Recognition

- I. The Board agrees to and hereby does recognize the Organization as the sole and exclusive negotiating agent for the purpose of collective negotiations in any and all matters relating to terms and conditions of employment on behalf of all employees, as long as the Organization represents a majority of the bus drivers.
- II. There shall be no discrimination as to sex or race.

Article III Agreement and Negotiation

- I. Before the Board adopts a change in policy which affects terms and conditions of employment as specified in this agreement, the Board will notify the Organization, in writing, that it is considering such a change. The Organization shall have the right to negotiate with the Board for a mutually acceptable change in said policy. Any agreement reached with the Board shall be reduced to writing, signed by the Board and the Organization and become an addendum to this agreement.

II. Association may open contract negotiations with the respect to salary. If association does not exercise this option salary increase shall be 8% for second year of contract.

III. Not later than October 15th of 1976, the Board agrees to initiate negotiations with the Organization over a successor agreement in accordance with the procedure set forth herein, in good faith and effort on both sides, to reach continuing agreement; not only on salaries and other conditions of employment, but also on other matters of personnel policy and relationships which may then be of mutual concern and interest. By the same date, the Organization agrees to present to the Board its proposals for the successor agreement. Any agreement so negotiated shall apply to all members of the negotiating unit and shall be reduced to writing and signed by all parties.

IV. The Organization will submit their proposals in writing to the Board. Receipt of a proposal shall be acknowledged in writing, within five days. Negotiations shall commence with a meeting at a mutually satisfactory place within thirty (30) days after receipt of a proposal unless the Board and Organization mutually agree to an extension of time. During negotiations the Board and the Organization shall present relevant data, exchange points of view, and make proposals and counter proposals. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.

Article IV Grievance Procedure

I. Grievance shall mean a complaint by any employee or employees arising as to the intent and application of this agreement.

II. Any employee or group and its representative who has a grievance shall submit it in writing and discuss it first with his immediate superior in an attempt to resolve the matter informally at that level.

III. If the grievance is not settled satisfactorily, the supervisor shall communicate his decision in writing within five (5) school days of receipt of the written grievance.

IV. The employee, no later than five (5) school days after receipt of the written answer, may appeal the decision to the Business Administrator, in writing. The Business Administrator or his representative and the Organization President or Consultant shall attempt to resolve the matter within a period not to exceed ten (10) school days. The Business Administrator or his representative shall communicate his decision in writing to the employee and the Organization.

V. If the grievance is not resolved to the grievant's or the Organization's satisfaction, the grievant or the Organization

no later than five (5) school days after receipt of the Business Administrator's decision, may request a review by the Board of Education. The grievance shall be considered jointly by the Organization Executive Committee and the Board, or such sub-committee as either shall designate. The Board may, at its option, hold a hearing with the employee or employees and the Organization and shall answer such grievance in writing within thirty (30) days of receipt.

VI. The Organization and the Board may settle any grievance reduced to writing at any step so long as such settlement does not discriminate against the employee involved or deprive them of any rights available to other members of the unit.

VII. Either party may ask for an extension of time, at any point during the grievance procedure, extension of time to be granted, if mutually agreed upon.

Article V Employee Rights

I. Pursuant to Chapter 303, Public Laws 1968, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Organization and its affiliates for the purpose of engaging in collective negotiations and other concerned activities for mutual aid and protection. As a duly elected body exercising governmental power under the laws of the State of New Jersey, the Board under takes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968 or other laws of New Jersey of the Constitutions of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Organization and its affiliates, his participation in any activities of the Organization and its affiliates, collective negotiations with the Board or his institution of any grievance, complaint or proceeding under this agreement or otherwise with respect to any terms or conditions of employment.

II. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to employees here under shall be deemed to be in addition to those provided elsewhere.

III. No employee shall be reduced in rank or compensation without just cause.

- IV. Save Harmless Act 18: 6-6
- "Whenever any civil action has been or shall be brought against any person holding any office position, or employment under the jurisdiction of any Board of Education, for any act or omission arising out of and in the course of the performance of the duties of such office, position, employment, the Boards shall defray all costs of defending such action, including reasonable counsel fees and expenses, together with costs of appeal, if any, and shall save harmless and protect such person from any financial loss resulting there from and said Board may arrange for and maintain appropriate insurance to cover all such damages, losses, and expenses".
- NOTE: Motor Vehicle violations do not pertain to the above quote.

Article VI
Organization Rights and Privileges

- I. Organization and its representatives shall have the right to use school buildings at all reasonable hours for meetings. The Transportation Coordinator shall be notified in advance of the time and place of all such meetings.
- II. The rights and privileges of the Organization and its representatives as set forth in the Agreement shall be granted only to the Organization as the exclusive representative of the majority of the drivers and to no other organization.
- III. The Board agrees to distribute copies of the Agreement to each bus driver through the Organization President. All new drivers will be given a copy upon employment, by the coordinator

Article VII
Management Rights

- I. The Board of Education reserves itself sole jurisdiction and right, in compliance with the laws of the State of New Jersey and the rulings of the State Commissioner of Education to hire, assign, promote and direct employees covered by this agreement, or to take disciplinary action against its employees for just cause, to direct school operations and to take whatever other actions may be necessary to accomplish the mission of the school district except as may be specifically provided by the language of this agreement.
- II. The Board of Education continues to retain the right to refuse increments and/or salary adjustment for unsatisfactory service.

Article VIII
Salary and Benefits

- I. The salary guide for all bus drivers covered by this Agree-

ment is shown in Appendix A, which is attached hereto and made part of this Agreement. The salary guide for the calendar year 1977 shall be subject to negotiation during the month of October 1976 and the salary proposals of the Organization shall be presented to the Board no later than October 15, 1976.

- II. The Board shall pay the full cost of coverage under the State Health Benefits Plan, or will provide similar coverage by a carrier of the Board's choice for bus drivers working four (4) or more hours per day.
- III. Coverage under this Article for each bus driver eligible and entitled to such coverage will also include the drivers' dependents. It is further understood that such coverage shall be effective for each bus driver when the carrier's can so provide, providing such driver is employed for a minimum of four (4) hours per day.
- IV. The Board will provide a maximum payment of \$25.00 for cost of the State required medical examination for bus drivers. Drivers will submit a bill from the physician and will sign a voucher to collect the fee.
- V. The Board will provide a person or persons at its cost, to maintain the up keep of the buses on the outside. Washing when needed, and weather permits. Drivers are to maintain clean windows on the outside of the bus at all times.

Article IX Assignments

- I. Awards of bus runs shall be made by strict seniority of bus drivers, starting with the most senior driver and working down the list.
- II. The reassignment, addition to, or deletion from an assigned route shall be a managerial prerogative.
- III. For the school term, an equal distribution of field trips, week-end activities and after school hour trips, where school buses are utilized, will be attempted. Starting with the most senior driver and working down the list. The Board of Education reserves the right of the Transportation Coordinator to deviate from this list, whenever it would serve the best interest of the school system. The Coordinator is to attempt to have this work distributed as equally as possible for the school year. On after school activity routes,

strict seniority will be followed in awarding these routes. After school sport activities will not be included in the above, nor will first (1st) year drivers. First (1st) year drivers will be assigned extra work, per the judgment of the Transportation Coordinator. At the beginning of the school term, a questionnaire will be issued to each driver and they will in turn, sign either that they wish to take field trips and extra trips, or not. The Coordinator will maintain a record of the extra trips assigned. This record will be available to the President of the Organization or his Designee should a written complaint need to be verified.

- IV. When and if additional work other than driving becomes available and necessary for transportation personnel, notice of such work shall be posted by Administration and each driver may apply for such work. Determination for such work assignments shall be made by the Transportation Coordinator on the basis of seniority and ability. In event such work requires a particular expertise, than the Board may hire new personnel from outside the district.

Article X
Fair Dismissal Procedure

- I. Any employee who receives a notice of non-employment shall be informed of the reasons why said employment was terminated.
- II. All employees will be notified of contract and salary status not later than June 1st.; If this cannot be met, the Organization is to be notified and an extension of time asked for.

Article XI
Sick Leave

- I. The Board shall grant to each bus driver one (1) day of sick leave for each one (1) month of satisfactory service in the school system. Such sick leave shall accumulate without limit.
- II. An employee who has received a temporary leave of absence for sickness or other personal problems for a set length of time, must notify the Transportation Coordinator in writing five (5) school days before the set time has expired of their intention to return or their intention to request an extension of said leave.
- III. Bus drivers whose record of absenteeism reflects chronic health or personal problems shall at the Board's discretion be examined by the district physician and/or other professional consultants.
- IV. If a person is found to be guilty of the above, written notice of the Boards intent is to be sent the driver.

Article XII
Personal Leave

- I. Each bus driver in the Manalapan-Englishtown Regional School System will be granted two (2) days leave each year for personal, legal, business, household or family matters which require absence during working hours and which cannot be attended to by said employee outside of the normal working day period. Application for personal leave shall be made to the Transportation Coordinator or his Designee on the form provided for such purpose, at least one week before such leave (except in the case of emergencies; whereby application shall be made as soon as possible after return to duty). Such leave shall not be consecutive and shall not be taken at the beginning or end of a vacation period. Personal leave days are not accumulative. Granting of the leave shall be in accordance with the operational needs of the school as defined by the Transportation Coordinator or his Designee. The Board will pay for the personal leave days if not used at the end of the school year.
- II. In case of Death or Critical Illness in the immediate family, an employee may be granted up to a maximum of five (5) days absence without loss of pay. The immediate family shall be defined as husband or wife, mother, father, son, daughter, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, and grandparents and foster parents of the employee, also grandchild.
- III. An employee shall notify in writing the Transportation Coordinator and the Board of her pregnancy as soon as it is medically confirmed. Said employee shall be placed on maternity leave without pay according to Law. The State of New Jersey Labor Laws will be followed.
- IV. No employee on maternity leave shall, on the basis of said leave, be denied the opportunity to substitute in the Manalapan-Englishtown Regional School District. Subject to Laws of the State of New Jersey, and driver must present a physicians certificate to the effect that she may drive a school bus.
- V. All requests for extension or renewals of leave shall be applied for and granted in writing. Five (5) days written notice must be sent to the Transportation Coordinator before the expiration date of the leave, requesting an extension or renewal of said leave, written notice five (5) days before driver wishes to return must be sent to the Transportation Coordinator along with this, a physicians certificate of fitness.

Article XIV
Conduct of Drivers

- I. Disrespect towards supervisory personnel shall not be tolerated.

- II. Any driver who is found to be performing unsafe acts while driving shall be subject to penalties as determined by the Board of Education.
- III. All employees shall attend school and safety meetings as they are scheduled by the Transportation Coordinator.
- IV. Conduct of drivers will always be above reproach and the appearance of all drivers is to always be neat and clean.

Article XV
Holidays

- I. Holidays for bus drivers shall be those holidays set forth in the school calendar, in accordance with State Monday Holiday Legislation. In the event that the schools are closed on the second Monday in October in observance of Columbus Day, the Board shall grant said holiday with pay to all bus drivers. As has been the practice in the past, when the schools are closed in observance of Jewish Holidays the Board shall grant to each driver such Holidays with pay.

ARTICLE XVI
Honorarium

- I. Drivers who have completed ten years of continuous safe service as a bus driver will receive \$25.00. They shall continue to receive \$25.00 additional a year for continued and safe service after the tenth year.

The \$25.00 honorarium will be retroactive for the first year of the contract. Thereafter each driver completing ten years of continuous safe service will receive \$25.00 additional a year, and those drivers who continue past their tenth year shall continue to receive \$25.00 additional a year as long as service is continuous and safe.

Except for the retroactivity referred to above for the first year, the maximum honorarium shall be \$25.00 for each driver who has completed ten years of continuous safe service.

Driver or drivers who have put in continuous and safe service as a substitute driver for three years before becoming a regular driver will receive credit toward this honorarium above for the substituting years, providing all service has been continuous and no permanent position was available.

APPENDIX A

Salary increases per this agreement are as follows:

Regular Bus Drivers

1st year of contract = 7.5% increase of salary.
2nd year of contract = 8.0% increase of salary.

Suburban Bus Drivers

1st year of contract = 7.5% increase of salary.
2nd year of contract = 6.0% increase of salary.
Frozen at 6 steps. Guide raised from 180 days to 185 days.

Substitute Driver Rate : \$4.50 per hour, regular bus.
Substitute Driver Rate: \$3.50 per hour, suburban vehicle.
Field Trip or Extra Work Rate: \$4.50 per hour, regular bus.
Field Trip or Extra Work Rate: \$3.50 per hour, suburban vehicle.
Motor vehicle inspection rate: \$5.25 per inspection.
Rejected inspection - Hourly rate for extra work, \$4.50 regular bus
and \$3.50 suburban vehicle.

SALARY GUIDE FOR SCHOOL BUS DRIVERS & SUBURBAN DRIVERS
1975-76 School Year

1 year - 1 session - \$908.00
 1 year - 2 sessions - \$1814.00
 1 year - 3 sessions - \$2379.00

*No changes or steps to these salaries.

<u>Years</u>	<u>4 Sessions</u>	<u>5 Sessions</u>	<u>6 Sessions</u>	<u>7 Sessions</u>
1	\$2,471.00	\$3,089.00	\$3,707.00	\$4,462.00
2	2,657.00	3,321.00	3,986.00	4,797.00
3	2,857.00	3,571.00	4,285.00	5,157.00
4	3,072.00	3,839.00	4,607.00	5,544.00
5	3,169.00	3,960.00	4,752.00	5,714.00
6	3,265.00	4,082.00	4,898.00	5,885.00
7	3,364.00	4,204.00	5,044.00	6,055.00
8	3,461.00	4,325.00	5,191.00	6,227.00
9	3,640.00	4,551.00	5,460.00	6,545.00
10	3,742.00	4,676.00	5,611.00	6,720.00
11	4,023.00	5,026.00	6,031.00	7,224.00

<u>Years</u>	<u>8 Sessions</u>	<u>Suburban Drivers</u>	*Suburban Guide based upon 185 days with a base of 4 hours per day. Overtime of Suburban drivers will be paid at the hourly rate of the step they are on. Sick days will be based on average day being worked.
1	\$4,942.00	\$1,998.00	
2	5,313.00	2,146.00	
3	5,712.00	2,309.00	
4	6,141.00	2,479.00	
5	6,335.00	2,658.00	
6	6,530.00	2,857.00	
7	6,726.00		
8	6,920.00		
9	7,281.00		
10	7,479.00		
11	8,040.00		

Regular Bus

Substitute Rate = \$4.50 per hr.

Field Trip Rate = \$4.50 per hr.

Extra Trip Work Rate = \$4.50 per hr.

Motor Vehicle Inspection Rate 2 per year = \$5.25 per inspection

Rejected Rate = \$4.50 per hr.

Suburban Vehicles

Substitute Rate = \$3.50 per hr.

Field Trip and Extra Trip Rate = \$3.50 per hr.

Motor Vehicle Inspection Rate 2 per year = \$5.25 per inspection

Rejected Rate = \$4.50 per hr.

SALARY GUIDE FOR SCHOOL BUS DRIVERS & SUBURBAN DRIVERS

1976-77 School Year

1 year - 1 session - \$908.00
 1 year - 2 sessions - \$1814.00
 1 year - 3 sessions \$2379.00

*No changes or steps to these salaries.

<u>Years</u>	<u>4 Sessions</u>	<u>5 Sessions</u>	<u>6 Sessions</u>	<u>7 Sessions</u>
1	\$2,471.00	\$3,089.00	\$3,707.00	\$4,462.00
2	2,669.00	3,337.00	4,004.00	4,819.00
3	2,870.00	3,587.00	4,305.00	5,181.00
4	3,086.00	3,857.00	4,628.00	5,570.00
5	3,318.00	4,147.00	4,976.00	5,988.00
6	3,423.00	4,277.00	5,133.00	6,172.00
7	3,527.00	4,409.00	5,290.00	6,356.00
8	3,634.00	4,541.00	5,448.00	6,540.00
9	3,738.00	4,671.00	5,607.00	6,726.00
10	3,932.00	4,916.00	5,897.00	7,069.00
11	4,042.00	5,050.00	6,060.00	7,258.00

<u>Years</u>	<u>8 Sessions</u>	<u>Suburban Drivers</u>
1	\$4,942.00	\$2,116.40
2	5,338.00	2,271.80
3	5,739.00	2,449.40
4	6,169.00	2,627.00
5	6,633.00	2,752.80
6	6,842.00	3,026.66
7	7,053.00	
8	7,265.00	
9	7,474.00	
10	7,864.00	
11	8,078.00	

*Suburban Guide based upon 185 days with a 4 hr. per day base. Overtime of Suburban drivers will be paid at the hourly rate of the step they are on. Sick days will be paid on the average number of hours be worked at that time.

Regular Bus

Substitute Rate - \$4.50 per hr.
 Field Trip and Extra Trip work - \$4.50 per hr.
 Motor Vehicle Inspection - \$5.25 per inspection
 Rejected Inspection - \$4.50 per hr.

Suburban Vehicle

Substitute Rate - \$3.50 per hr.
 Field Trip and Extra Trip Rate - \$3.50 per hr.
 Motor Vehicle Inspection - \$5.25 per inspection.
 Rejected Inspection - \$4.50 per hr.

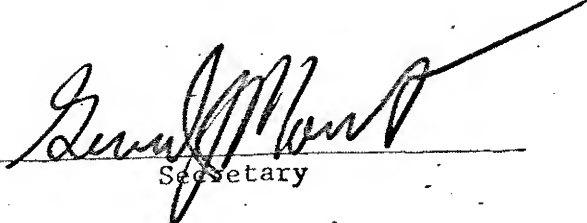
ARTICLE XV

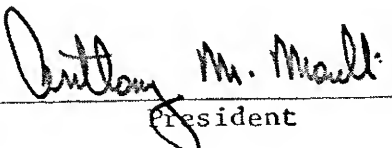
TERMS OF CONTRACT

This Agreement shall be effective as of July 1, 1975 and
continue into effect until June 30, 1977.

ATTEST:

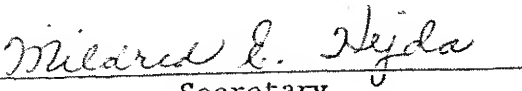
Board of Education of the Manalapan-
Englishtown Regional School District.


Secretary

By 
President

ATTEST:

Manalapan-Englishtown Regional Bus
Drivers Organization.


Secretary

By 
President